

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF TEXAS  
DALLAS DIVISION**

**QUALON QUEON DOUGLAS** §  
**PLAINTIFF,** §  
§  
§  
§  
**DORCHESTER PROPERTIES** §  
**DEFENDANT,** §  
§  
§  
§

**CASE NO. 3:22-CV-100-K-BK**

**PLAINTIFF'S SECOND AMENDED COMPLAINT**

Plaintiff Qualon Douglas files his Complaint against Defendant, Dorchester Properties, Ltd. a/k/a Dorchester Apartments and allege:

**I. PRELIMINARY STATEMENT**

Dorchester leases apartments in Texas. Douglas leases one of the units at its Dallas property. As a landlord, Dorchester (1) cannot discriminate against any person in the term, conditions, or privileges of rental of dwelling, or in the provision of services or facilities in connection therewith, because of race, color, religion, sex, familial status, or national origin. (2) Agreed that it would make timely repairs upon receiving written notice from tenant. From commencement, Defendants have been in violation of the law, and have not performed under the lease agreements.

A little more than a year ago, Texas experienced Winter Storm Uri. After years of neglecting to perform regular maintenance and conduct timely repairs, Dorchester further failed its residents by exposing them unnecessarily to perils it had an obligation to protect them against.

Since moving into Dorchester in 2018, Plaintiff has always been reasonable, in his dealings with the Defendant. Throughout all its shortcomings, unfair, and unlawful treatment he tolerated them and honored his obligations. He always forgave, and overlooked its continuous indiscretions, and never wanted to seek legal action. However, for years he made written demands as to needed repairs. Dorchester acknowledged the needed repairs, promised other tenants as well as Douglas that the repairs would be performed. Those promises went unfulfilled.

Now—apparently believing that a catastrophe insulates them from prior neglect—Dorchester chooses do the unimaginable. It shut-off water to hundreds of its residents, providing **only** a fifteen-minute email notification. Such a decision was damaging, reckless and uncompassionate. No other apartment complexes turned off water to buildings that had power. Defendant’s action, left residents hopelessly stranded for days. Dorchester sought its interest over the interest of its occupants. As a matter of law, human life always takes precedent over that of property. Dorchester failed to comprehend that the lives in the property, were more important than the property itself. Most importantly, there was no threat of losing power. As the entire state was experiencing outages for days prior, Dorchester was never affected. Unrepaired prior damage throughout the property, was the only reason for this ungodly merciless decision.

Dorchester’s conduct has been malicious and cavalier. And their conduct won’t soon stop—prior written demands to that end have gone, and continue to go, unheeded.

**II. PARTIES**

1. Plaintiff:
  - (a) Qualon Douglas is an individual citizen of the State of Texas, and resides in Dallas County.
2. Defendant, Dorchester Properties, Ltd is a Texas corporation that can be served at 5300 Spring Valley Road, Dallas, Texas 75254, or any other place where Defendant may be found.

**III. JURISDICTION AND VENUE**

3. The Court has jurisdiction over the claims asserted under the Fair Housing Act, 42 U.S.C. § 3604(a).
4. The Court has supplemental jurisdiction over the state law claims because they are so related to Plaintiff's other claims that they form part of the same case or controversy. 28 U.S.C. § 1337(a).
5. This Court has personal jurisdiction over Dorchester Properties because it is a Texas Corporation and regularly conducts business in Texas.
6. Venue is proper in the Northern District of Texas pursuant to 28 U.S.C. § 1331 because Defendants are subject to personal jurisdiction in the Northern District of Texas and a substantial part of the events or omissions giving rise to Plaintiffs' claims occurred within this district and division.

#### **IV. BACKGROUND**

**A. Douglas leases an apartment home in Texas and, to that end, has invested extensively in it to be used for residential housing, as well as to conduct his business.**

7. Defendant's repugnant public reputation is evidence of its depravity, lack of integrity, and duplicity. Dorchester uses deceptive and misleading tactics to solicit and retain residential apartment customers. Furthermore, it was bias when it failed to allow Plaintiff to view available housing, and delayed approve for rental.

8. Dorchester Apartments has accumulated hundreds of resident complaints accounts of bias, unfair treatment, and fraudulent behavior.

9. Plaintiff settled his claims amicably with Dorchester prior to this Court. Both parties were to take nothing and move on. However, as it is accustomed; Dorchester breached the settlement.

10. In early November 2017, Plaintiff searched Defendant's website for vacancies and documented several apartments that meet his requirements. Upon visiting the property he was told that no apartments were available. Upon asking was the website up to date, he was told that it was in fact up to date. However, he was not permitted to see any of the apartments, or receive information. . From the onset, Plaintiff observed that Dorchester property manager, "Randal", had preconceived notions about African Americans. Randal was both very discouraging and cynical, with regards to providing Plaintiff with housing.

11. During the same time period, Douglas was approved by three other independent apartment leasing corporations. It was undisputed, that his merits could not be the issue.

12. After over 60 days, and legal threats from the then resident that had referred

Douglas; Dorchester approved the application and allowed move in. However, Plaintiff's pleas for fair treatment continues until this day.

13. In January 2018, Plaintiff moved into building 10 of the Dorchester.

14. On the 3rd floor of Building 10, at the Dorchester, there are four apartment units. Occupying those four units, were two Anglo Americans, and in the other two units were African American occupants. The Anglo tenants, stated that they did not experience delays having repairs completed. However, one of the African American households, was forced to live with toxic black mold growing in her apartment for over 2 years. At the behest of her physician, she was forced to vacate the premises recently, to prevent further health issues.

15. For over two years, Dorchester failed to make proper repairs related to the water leaks in the building; while consistently promising to do so. The second African American Plaintiff, Douglas likewise experienced similar repair issues. In addition he faced harassment, retaliation, and intimidation, from law enforcement at the direction of Dorchester.

16. On March 3, 2021, Plaintiff filed a Small Claims Petition claiming Defendants maliciously and negligently failed to make timely repairs due to personal racial discriminatory vendettas.

17. Case is on Appeal from Justice Court.

## **V. CAUSES OF ACTION**

### **Count I – By Plaintiff Against Dorchester for Violation of the Fair Housing Act**

18. Plaintiff incorporate by reference all allegations of all proceeding paragraphs as if fully set forth herein.

19. Plaintiff is entitled to fair treatment during the sales and rental of housing.

Apartment rentals constitute housing under the FHA and make it unlawful to refuse to rent or otherwise make unavailable or deny a dwelling because of race.

20. Defendants intentionally refused to make available a dwelling for Douglas to view. Viewing was made available only after verbal rebuke and legal threats on Plaintiff's behalf by a then current resident. Douglas had heard about Dorchester via resident referral.

21. Defendants intentionally underperformed obligations under the lease agreement encouraging Plaintiff's unwilling violation and termination.

22. Plaintiff have suffered and will continue to suffer harm and loss, and have sustained damages including the cost of responding to Defendants' conduct, lost revenue, and profits, lost goodwill, and other consequential damages in amounts to be determined at trial.

23. Plaintiff spoke directly and specifically with former Dorchester manager regarding company bigotry against African Americans. She raised her concerns about her corporate office's failure to hire African Americans throughout its existence.

24. Defendants unlawful behavior has caused Douglas to lose many restful nights, which upon and medical cost and legal costs alone exceed the damages threshold requirement.

**Count II – By Plaintiff Against Dorchester  
Deceptive Trade Practices Act (“DTPA”)**

25. Douglas incorporates by reference all allegations of all proceeding paragraphs as If fully set forth herein.

26. Douglas is a resident with Dorchester and bound by the apartment lease contract. His obligations are to advance payment to Dorchester. Under the lease Douglas has the right to have repairs preformed in a timely manner if payments are received timely. Since

moving into Dorchester there has never been a time when payment was not received. However rarely has there been a diligent effort to repair or remedy a requested condition.

Under TEX. BUS. & COM. CODE. 92.053(b) Burden of Proof falls on the landlord on or before the fifth day after receiving written demand for explanation of repairs.

27. As proof of the deceptive and misleading acts Plaintiff has been forced to endure over the years an example from the timeframe the case was removed to this Court will be used.

28. On or about December 9<sup>th</sup> 2021, Douglas sent Dorchester a master electrician's report via certified mail with regards to his stove. It had not been working properly since October and then Dorchester manager Ariel Meza promised to have it replaced.

29. Within the a report the electrician recommended that the 20 year old stove be replaced. It had outperformed its life expectancy and was a safety risk.

30. After over 300 days, on September 13<sup>th</sup> 2022, Douglas finally received a properly working stove.

31. Wicked people are controlled by their conceit and arrogance. If an evil person will behave ungodly in front of an audience. How much more when no one is looking.

32. Defendant's overall efforts to disenfranchise Douglas as a lessee are violations of the Deceptive Trade Practices Act. Dorchester's intent was to provide disparate services to Douglas in an attempt to cause a disparate impact. They continued to repeatedly enter into a contract accepting over \$50,000 in payments with no intent or lacking the ability to honor their obligations.

33. Plaintiff gave Defendant notice as required by Texas Business & Commerce Code section 17.505(a). As a result of Dorchester's failure to perform Plaintiff directly suffered

damage when he did not have use of the dwelling for its intended personal and business purposes. Defendant(s)' wrongful conduct

was a proximate and producing cause of Plaintiff(s)' damages.

34. Plaintiff(s) suffered economic and mental anguish damages as a result of Defendant(s)' DTPA violations.

**Count III—By Dorchester Against Douglas for Breach of Contract**

35. Douglas incorporates by reference all allegations of all proceeding paragraphs as if fully set forth herein.

36. The apartment lease contract between Dorchester and Douglas is an enforceable contract. Before Dorchester's material breaches of the contract, Douglas performed under the apartment lease contract. In addition to performing during and after Dorchester's breach.

37. Dorchester's continual acts as described above constitute material breaches of the apartment lease contract. More particularly Dorchester has failed to perform all of its Responsibilities under paragraph 31., and specifically 31.1(d) ***make all reasonable repairs, subject to your obligation to pay for damages for which you're liable.***

38. On information and belief, Dorchester failed to perform as retaliation for Plaintiff's complaints for repairs as well as fair treatment.

39. As a direct and proximate result of Dorchester's material breaches of the apartment lease contract, Douglas has suffered damages.

40. As a result of Dorchester's material breaches of the apartment lease contract, Douglas has had to seek medical treatment. In addition, spend countless hours seeking legal services; thereby causing loss of income. Douglas may recover his reasonable attorney's fees and cost under Chapter 38 of the Texas Civil Practices and Remedies Code.

**Count IV – By Douglas Against Dorchester for Negligence**

41. Douglas incorporates by reference all allegations of all proceeding paragraphs as if fully set forth herein.

42. During the pendency of the apartment lease agreements, Dorchester owed Douglas the duties to maintain a reasonable safe condition for renting. It was neglect when it failed to make repairs in a reasonable time.

43. Dorchester's allegation that Douglas committed a crime was intentional, willful, and malicious warranting the imposition of exemplary damages.

44. As a direct result of Dorchester's breach of duty as a landlord, when it failed to notify Douglas in a reasonable time prior to turning off water. Douglas has suffered damages, including without limitation, medical costs and expenses, lost of business, clients, goodwill, and profits for which he seeks monetary damages.

**V. PRAYER**

Plaintiff ask that the Court enter judgment against Defendant all on counts, and award him: actual damages resulting from Defendant's conduct, exemplary damages as permitted by law, pre- and post judgment interest as provided by law, reasonable and necessary attorney's fees and costs of court, equitable and injunctive relief, declaratory relief, and such other and further relief to which he may be entitled either at law or in equity.

Respectfully submitted,

By: /s/ Qualon Douglas

Pro se

Email:qualondouglas@gmail.com

13601 Preston Rd Ste w710

Dallas, Texas 75240

(214)-402-8611

(866)-566-0217 --Fax



QUALON DOUGLAS &lt;qualondouglas@gmail.com&gt;

## The Dorchester Brochure

1 message

**thedorchester@richdale.com** <thedorchester@richdale.com>  
To: qualondouglas@gmail.com

Mon, Dec 18, 2017 at 11:04 AM

Qualon,

Here is the apartment home that we were just talking about. This unit is on the third floor and connected to the parking garage. Keep in mind it is the only one available like that at this time and could get rented before it's ready. I'll make a note to follow up once we've received keys to give you a call. We may be able to show it once they have moved out if it looks ok. Please let me know if you have any questions!

Caryn

## The Dorchester

5300 Spring Valley Road Dallas, TX 75254 (Map It)  
**(972) 233-3434**

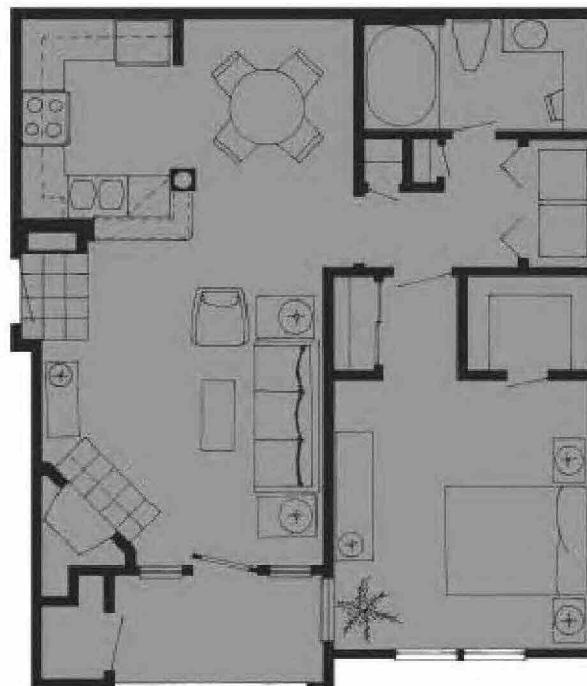
E-mail: [thedorchester@richdale.com](mailto:thedorchester@richdale.com)

### Apartment Home B - #1025

Approx Square Ft: 820

(55 Sq Ft Balcony)

1 Bed, 1 Bath



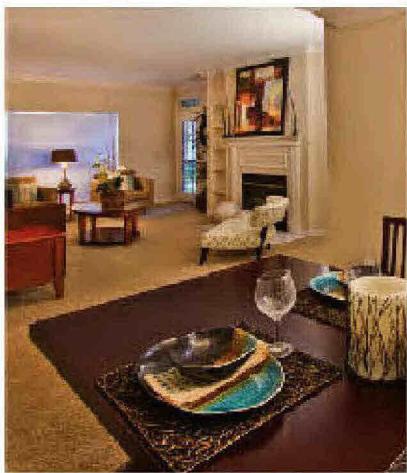
*This floor plan includes full-size washer/dryer, mirrored closet doors, built-in bookcase, linen closet, U-shaped kitchen and oval soaking tub with clear glass enclosure and mirrored wall in the dining room.*

## AMENITIES

- Gated Entrance
- 24-hr Health Club
- Sparkling Pools
- Parking Garage
- Spa
- Alarm System
- Online Rent Payment
- Free Clubhouse WiFi
- Detached Garages
- Fireplace
- Walk-in Closets
- Pet Friendly (call)
- Washer/Dryer in Unit
- Roman tub
- Racquetball Court



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\*In select units



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*Call us today for your guided tour!*



Having trouble viewing this email? Open the attached brochure.

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 **The Dorchester Brochure 1025.pdf**  
87K



QUALON DOUGLAS &lt;qualondouglas@gmail.com&gt;

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**RE: Price Change for #1025**

1 message

**Dorchester Apartments** <dralleasing@richdale.com>  
To: QUALON DOUGLAS <qualondouglas@gmail.com>

Sat, Dec 30, 2017 at 11:46 AM

Hello Qualon:

Application received. We will credit you back the \$45 application fee since we are waiving it this weekend. The apt. will be ready for move in on 01/10/18 on a 12 mo. lease at \$950.

Reach out if you have any questions. Thanks again.

Randall

**Dorchester Apartments**[5300 Spring Valley Road](#)[Dallas, TX 75254](#)[1-972-233-3434 Direct](#)[Your Opinion Matters! Leave Feedback](#)[www.richdale.com](#)

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**From:** QUALON DOUGLAS [qualondouglas@gmail.com]**Sent:** Saturday, December 30, 2017 11:31 AM**To:** Dorchester Apartments**Subject:** Re: Price Change for #1025

Case 3:22-cv-00100-K-BK Document 26 Filed 09/20/22 Page 14 of 37 PageID 633  
Thank you! I have just submitted my application.

On Dec 30, 2017, at 11:05 AM, Dorchester Apartments <[draleasing@richdale.com](mailto:draleasing@richdale.com)> wrote:

Hello again Qualon!

The price for your home is \$950 for 12 months. I will fix your rent amount online.

**Jessica G.**

**5300 Spring Valley Road**

**Dallas, TX 75254**

**1-972-233-3434 Direct**

**Your Opinion Matters! Leave Feedback**

**[www.richdale.com](http://www.richdale.com)**

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QUALON DOUGLAS &lt;qualondouglas@gmail.com&gt;

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**Re: Maintenance Request 1643488 Update**

1 message

QUALON DOUGLAS &lt;qualondouglas@gmail.com&gt;

Fri, Feb 9, 2018 at 1:15 PM

To: Dorchester Apartments &lt;draleasing@richdale.com&gt;, QUALON DOUGLAS &lt;qualondouglas@gmail.com&gt;

Will this be the way all maintenance requests are handled? I was told on yesterday that someone would be here to fix the issue this morning. This is after, I was told Wednesday, it would be fixed Thursday.

Qualon Douglas  
#1025

On Wed, Feb 7, 2018 at 9:47 AM, Dorchester Apartments <[draleasing@richdale.com](mailto:draleasing@richdale.com)> wrote:

Aldo will be in addressing your work order tomorrow for the washer and dryer.

Thanks so much,

**Dorchester Apartments****5300 Spring Valley Road****Dallas, TX 75254****1-972-233-3434 Direct****Your Opinion Matters! Leave Feedback****[www.richdale.com](http://www.richdale.com)**

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**From:** QUALON DOUGLAS [[qualondouglas@gmail.com](mailto:qualondouglas@gmail.com)]**Sent:** Wednesday, February 07, 2018 9:16 AM**To:** Dorchester Apartments; QUALON DOUGLAS  
**Subject:** Re: Maintenance Request 1643488 Update

Exactly when will this matter be taken care of?

On Mon, Feb 5, 2018 at 2:57 PM, Dorchester Apartments <[draleasing@richdale.com](mailto:draleasing@richdale.com)> wrote:

**Dorchester Apartments**[5300 Spring Valley Road](#)[Dallas, TX 75254](#)[1-972-233-3434 Direct](#)[Your Opinion Matters! Leave Feedback](#)[www.richdale.com](#)

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**From:** QUALON DOUGLAS [[qualondouglas@gmail.com](mailto:qualondouglas@gmail.com)]**Sent:** Monday, February 05, 2018 2:15 PM**To:** Dorchester Apartments; QUALON DOUGLAS**Subject:** Re: Maintenance Request 1643488 Update

Hello,

The dryer in this unit is not drying appropriately. It either needs to be serviced or replaced.

Thank you,

Apt1025

On Mon, Feb 5, 2018 at 1:46 PM, Dorchester Apartments <[draleasing@richdale.com](mailto:draleasing@richdale.com)> wrote:

Hello Qualon, we just closed a work order for a cleaning in your apartment.

You will get notifications like these when we close out maintenance requests

Thanks,

**Dorchester Apartments**[5300 Spring Valley Road](#)[Dallas, TX 75254](#)

[Your Opinion Matters! Leave Feedback](#)[www.richdale.com](#)

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**From:** QUALON DOUGLAS [[qualondouglas@gmail.com](mailto:qualondouglas@gmail.com)]  
**Sent:** Monday, February 05, 2018 11:30 AM  
**To:** Dorchester Apartments; [qualondouglas@gmail.com](mailto:qualondouglas@gmail.com)  
**Subject:** Fwd: Maintenance Request 1643488 Update

What is this concerning?

Sent from my iPhone

Begin forwarded message:

**From:** <[noreply@richdale.com](mailto:noreply@richdale.com)>  
**Date:** February 5, 2018 at 2:33:25 AM CST  
**To:** <[qualondouglas@gmail.com](mailto:qualondouglas@gmail.com)>  
**Subject:** Maintenance Request 1643488 Update

Our maintenance team has recently performed work in your home. Please contact The Dorchester Apartments leasing office at **(972) 233-3434** or e-mail us at [thedorchester@richdale.com](mailto:thedorchester@richdale.com) if the work associated with the above referenced work order has not been completed to your satisfaction.

We appreciate your residency.

Please do not reply to this email. [NoReply@richdale.com](mailto>NoReply@richdale.com) is an unmonitored mailbox.

Begin forwarded message:

**From:** QUALON DOUGLAS <qualondouglas@gmail.com>  
**Date:** February 19, 2021 at 5:29:26 PM CST  
**To:** Dorchester Apartments Mgr <dramgr@richdale.com>, Dorchester Apartments Mgr <dramgr@richdale.com>, Dorchester Apartments <draleasing@richdale.com>, Dorchester Assistant Manager <draassist@richdale.com>  
**Subject: Re: Why hasn't there been an Update?**

Based on the conversation we just had on-site at approximately 5:08pm , I will assume this is Emily.

The conversation was held in the presence of 3 gentlemen from maintenance, so they can testify to the details of our conversation.

I apologize if you think going without water for 4 consecutive days without reasonable communication, is an inconvenience for you to address.

In my opinion, your behavior was abhorrent, and highly unprofessional.

Additionally, you rather aggressively advised me that I was being "ugly", and "that I could talk to Brea from tenant relations moving forward."

I respect your decision, no further contact is required.

Richdale can address my complaint via petition.

Respectfully,  
Qualon Douglas #1025-Dorchester

Direct Phone 214-402-8611

On Feb 17, 2021, at 7:52 PM, Dorchester Apartments Mgr <dramgr@richdale.com> wrote:

Again, there were two email blasts sent with updates to the residents. I have forwarded them to you again.

[Get Outlook for iOS](#)

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**From:** QUALON DOUGLAS <qualondouglas@gmail.com>  
**Sent:** Wednesday, February 17, 2021 7:51:36 PM  
**To:** Dorchester Apartments Mgr <dramgr@richdale.com>  
**Subject: Re: Why hasn't there been an Update?!**

**External Email! Don't open links/attachments unless known sender.**

Why would I ask the question, if I received the update?

Best Regards,

Qualon

Direct Phone 214-402-8611

On Feb 17, 2021, at 7:37 PM, Dorchester Apartments Mgr <dramgr@richdale.com> wrote:

There have been two emails blasts sent out to all residents regarding updates.

Get [Outlook for iOS](#)

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**From:** QUALON DOUGLAS <qualondouglas@gmail.com>  
**Sent:** Wednesday, February 17, 2021 6:03:57 PM  
**To:** Dorchester Apartments <draleasing@richdale.com>; Dorchester Apartments <draleasing@richdale.com>; Dorchester Apartments Mgr <dramgr@richdale.com>  
**Subject:** Why hasn't there been an Update?!

External Email! Don't open links/attachments unless known sender.

Best Regards,

Qualon

Direct Phone 214-402-8611

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF TEXAS  
DALLAS DIVISION

QUALON DOUGLAS

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§  
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CIVIL ACTION NO.  
3:22-CV-00100-K

v.

DORCHESTER APARTMENTS and  
RICHDALE APARTMENTS

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DECLARATION OF JAMES CRABTREE

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1. **“ I am James Crabtree, I am over the age of 21, never been convicted of a felony or a crime involving moral turpitude, and I am competent to make this declaration. The statements contained herein are based on my personal knowledge and are true and correct.**
2. **I am a Tax Consultant, and hold a Federal tax license. I was a resident of Dorchester during the time period about which Plaintiff complains. Specifically, I was a resident when Texas experienced winter storm Uri.**
3. **I attest that Dorchester routinely, breached the residential lease agreement as it relates to repairs after written notice. Either due to acute inconsistency with turnover in management, or the lack of maintenance employees to fulfill the obligations as a whole.**

4. Furthermore, Dorchester failed to take prudent action in the best interest of tenants during Winter Storm Uri. In my opinion, it was not reasonable or in good faith to turn the water off in buildings without damages. The entire complex never lost water at any point during the duration of the storm. Stores were left desolate, and or without water for days. Residents would have naturally pulled together and shared water to survive the catastrophe event together. However, the complex was left completely deserted by ownership for multiple days. Dorchester gave its residents only ONE NOTICE (*by Email ONLY*) at 5:30pm; THIRTY minutes prior to its normal closing time. ERCOT, and every local and national news channel forecasted the storm several days prior to Dorchester's decision.
5. Executed in Collin County, TX, on the 28<sup>th</sup> day of June 2022.

A handwritten signature in blue ink, consisting of a stylized 'X' and a cursive name, is written over a blue horizontal line.



QUALON DOUGLAS &lt;qualondouglas@gmail.com&gt;

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**Re: Lease**

1 message

**QUALON DOUGLAS** <qualondouglas@gmail.com>  
To: Dorchester Apartments <draleasing@richdale.com>

Fri, Nov 30, 2018 at 9:37 AM

Why wasn't I provided the new lease amount?

Sent from my iPhone

On Nov 30, 2018, at 9:18 AM, Dorchester Apartments <[draleasing@richdale.com](mailto:draleasing@richdale.com)> wrote:

Good morning,  
You are required to put a 60 day notice.

**Samantha Robledo**

**Dorchester Apartments**  
5300 Spring Valley Road  
Dallas, TX 75254  
1-972-233-3434 Direct  
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**From:** QUALON DOUGLAS [[qualondouglas@gmail.com](mailto:qualondouglas@gmail.com)]**Sent:** Thursday, November 29, 2018 5:55 PM**To:** Dorchester Apartments**Subject:** Lease

Hello,

I have not received a notice for my upcoming lease in January.

Regards,

Qualon  
#1025

On Nov 1, 2018, at 4:51 PM, Dorchester Apartments <[draleasing@richdale.com](mailto:draleasing@richdale.com)> wrote:

Qualon,

I will forward your message to Sharla in account services. We have no control in the office over notices or how they are sent to you from corporate. I do not believe there is an option to opt out of paperless. Again, I encourage you to also reach out to Sharla directly. Please note that in the event that the fee can not be paid your rent payment is still due today or tomorrow. Late fees will start on the third and we don't want you to have to get those.

Thanks,

Caryn

**Dorchester Apartments**  
**5300 Spring Valley Road**  
**Dallas, TX 75254**  
**1-972-233-3434 Direct**  
[Your Opinion Matters! Leave Feedback](#)  
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**From:** QUALON DOUGLAS [mailto:[qualondouglas@gmail.com](mailto:qualondouglas@gmail.com)]

**Sent:** Thursday, November 01, 2018 4:46 PM

**To:** Dorchester Apartments

**Subject:** Re: Apartment 1025-Renter Insurance

I'm not going to argue, I never received any notice. Furthermore, I agreed to have ALL notices sent vial paperless per your company policy; so the USPS argument is a non-factor.

Send me the notice so that I can forward it to my attorney. I have documentation that a copy of my renters policy was sent to the address formally provided in my lease by Farmers insurance.

On Thu, Nov 1, 2018 at 4:34 PM Dorchester Apartments

<[draleasing@richdale.com](mailto:draleasing@richdale.com)> wrote:

Qualon,

A credit will not be able to be made for that renters insurance default fee. Notices are sent out via USPS before your policy expires and it is also in your lease contract that current proof of renters insurance must be provided:

Leaseholder/Occupant has been hereby notified that they are required to provide insurance coverage as outlined above by the stated move-in date and agrees to carry coverage for the entire term of Lease. If any Leaseholder/Occupant is without required insurance coverage at move-in or at any time during the Lease term thereafter, and/or if any Leaseholder/Occupant has failed to furnish to Landlord current certificates evidencing such required insurance under the Lease, Leaseholder will be charged a \$20.00 Lease default fee for each month. Leaseholder/Occupant remains in violation for failure to maintain, evidence, and/or provide current certificates of the required insurance to Landlord.

Thank you,

Caryn

Dorchester Apartments  
5300 Spring Valley Road  
Dallas, TX 75254  
1-972-233-3434 Direct  
mailto:[draleasing@richdale.com](mailto:draleasing@richdale.com)  
<http://www.richdale.com>

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---

From: QUALON DOUGLAS [qualondouglas@gmail.com]

Sent: Thursday, November 01, 2018 4:30 PM

To: Dorchester Apartments

Subject: Re: Apartment 1025-Renter Insurance

I'm not paying a fee, period. I never received a notice and never been without a policy.

Please credit my account so that I can fulfill my obligations.

Sent from my iPhone

> On Nov 1, 2018, at 4:27 PM, Dorchester Apartments

<[draleasing@richdale.com](mailto:draleasing@richdale.com)> wrote:

>

> Hi Qualon,

>

> Because we did not get the updated policy before the previous policy expired is why that charge was posted. Now that we have the updated policy you will not be charged going forward. Please let us know if you have any questions. If you want to speak to someone in account services about the fee you may reach out to Sharla Ederington directly at 402-391-7900.

>

> Thank you,

> Caryn

>

> Dorchester Apartments

> 5300 Spring Valley Road

> Dallas, TX 75254

> 1-972-233-3434 Direct

> mailto:[draleasing@richdale.com](mailto:draleasing@richdale.com)

> <http://www.richdale.com>

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&gt;

&gt; From: QUALON DOUGLAS [qualondouglas@gmail.com]

&gt; Sent: Thursday, November 01, 2018 4:00 PM

&gt; To: Dorchester Apartments

&gt; Subject: Re: Apartment 1025-Renter Insurance

&gt;

&gt; Credit for this still has not been applied, and needs to be so that I can make the appropriate payment.

&gt;

&gt; Sent from my iPhone

&gt;

&gt;&gt; On Oct 1, 2018, at 2:12 PM, Dorchester Apartments

&lt;draleasing@richdale.com&gt; wrote:

&gt;&gt;

&gt;&gt; Email forwarded up to Account Services at home office. They will review your account and make adjustments as needed.

&gt;&gt;

&gt;&gt; Thanks,

&gt;&gt;

&gt;&gt; Dorchester Apartments

&gt;&gt; 5300 Spring Valley Road

&gt;&gt; Dallas, TX 75254

&gt;&gt; 1-972-233-3434 Direct

&gt;&gt; mailto:draleasing@richdale.com

>> <http://www.richdale.com>

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Signatures from duly authorized Company employees. Our mailing address is 10040 Regency Circle, Omaha, NE 68114 USA.

>>

>> From: Qualon Douglas [[qdouglas@farmersagent.com](mailto:qdouglas@farmersagent.com)]

>> Sent: Monday, October 01, 2018 2:09 PM

>> To: Dorchester Apartments

>> Cc: [qualondouglas@gmail.com](mailto:qualondouglas@gmail.com)

>> Subject: Apartment 1025-Renter Insurance

>>

>> Never had a default, lapse, or received any notice from leasing office.

>>

>> Remove \$20 fee so that October's payment can be finalized.

>>

>>

>> Qualon Douglas

>> Farmers Insurance

>> 13601 Preston Rd Ste 735w

>> Dallas, TX 75240-5368

>> 972-781-0085 (Office)

>> 866-566-0217 (Fax)

>> [qdouglas@farmersagent.com](mailto:qdouglas@farmersagent.com)

>> <http://www.farmersagent.com/qdouglas>

>>

>>

>>

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QUALON DOUGLAS &lt;qualondouglas@gmail.com&gt;

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## Apartment 1026

1 message

**QUALON DOUGLAS** <qualondouglas@gmail.com>  
To: Dorchester Apartments <dralleasing@richdale.com>  
Cc: QUALON DOUGLAS <qualondouglas@gmail.com>  
Bcc: qualond@yahoo.com

Mon, Mar 9, 2020 at 4:21 PM

To whom it may concern: I would like to have it documented that the tenant from apartment 1026, has randomly knocked on my door at inappropriate times of the night while intoxicated.

Let it be noted , that we do not/ nor ever have had any type of relationship. He has invited me over multiple times to have drinks; I simply try to be a decent neighbor.

I asked him not to contact me again after the events below. Since then, he seems to hold some Animosity towards me.

This particular time happened in the Fall of 2019. He just wanted to notify me that he had recorded me putting trash from my door from solicitors into his outside receptacle provide by Dorchester.

Pretty laughable, other than the timing was totally inappropriate.

Please let the record reflect that this was after 12am in the morning, and unsolicited.

He is also often intoxicated, and poses a threat to the community.

These allegations can easily be verified by observing him on any given day.

Best Regards,

Qualon

Direct Phone 214-402-8611



QUALON DOUGLAS <qualondouglas@gmail.com>

## City inspector

1 message

**QUALON DOUGLAS** <qualondouglas@gmail.com>  
To: Dorchester Apartments <draleasing@richdale.com>  
Bcc: qualondouglas@gmail.com

Sun, Mar 22, 2020 at 2:32 PM

To Whom it May Concern:

I placed a work order about a structural concern, a couple of weeks ago, and this still matter hasn't been addressed. Yet a bogus report of a marijuana smell coming from the vicinity of my apartment resulted in an immediate response from the Dallas Police department.

I also notified the office about a community threat, and the office failed to notify the community of such threat.

Such failure to respond, along with prior actions are blatantly discriminatory.

Failure to notify the residents shows both lack of professionalism, but more importantly makes Richdale directly legally liable.

With Regrets,



QUALON DOUGLAS &lt;qualondouglas@gmail.com&gt;

---

**RE: The Corporate Office for Dorchester Apartments**

1 message

**Jennifer Garcia** <jgarcia@richdale.com>  
To: QUALON DOUGLAS <qualondouglas@gmail.com>

Fri, Jun 5, 2020 at 5:36 PM

Good afternoon Qualon,

In regards to your email below. Is there additional information that you would like to be evaluated as well?

We do have your repairs scheduled to be completed on Monday, June 8<sup>th</sup>.

Please advise at your convenience.

**Jennifer Garcia**

*Customer Service Specialist*

**Richdale Apartments**

[10040 Regency Circle](#)  
Suite 200

Omaha, NE 68114

402.390.5190 Direct

402.391.7900 Main

[jgarcia@richdale.com](mailto:jgarcia@richdale.com)

[www.richdale.com](http://www.richdale.com)



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---

**From:** QUALON DOUGLAS <[qualondouglas@gmail.com](mailto:qualondouglas@gmail.com)>  
**Sent:** Friday, June 5, 2020 12:28 PM  
**To:** Jennifer Garcia <[jgarcia@richdale.com](mailto:jgarcia@richdale.com)>  
**Subject:** Re: The Corporate Office for Dorchester Apartments

**External Email! Don't open links/attachments unless known sender.**

Hi Jennifer,

I'm not sure if the contractors are aware of the full extent of the problem. I wished someone could come experience how this floor swifts in my apartment from the movement of my down stairs neighbors. It can be quite alarming

Best Regards,

Qualon

Direct Phone 214-402-8611

On Jun 2, 2020, at 12:59 PM, Jennifer Garcia <[jgarcia@richdale.com](mailto:jgarcia@richdale.com)> wrote:

Good afternoon,

Per our conversation, we have scheduled the repairs in your apartment for Monday, June 8, 2020.

Should there be additional questions or concerns, you may reach me at 402-390-5190.

Best regards,

**Jennifer Garcia**

*Customer Service Specialist*

**Richdale Apartments**

10040 Regency Circle  
Suite 200

Omaha, NE 68114

402.390.5190 Direct

402.391.7900 Main

[jgarcia@richdale.com](mailto:jgarcia@richdale.com)

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**From:** QUALON DOUGLAS <[qualondouglas@gmail.com](mailto:qualondouglas@gmail.com)>  
**Sent:** Tuesday, June 2, 2020 12:38 PM  
**To:** Jennifer Garcia <[jgarcia@richdale.com](mailto:jgarcia@richdale.com)>  
**Subject:** Re: The Corporate Office for Dorchester Apartments

**External Email! Don't open links/attachments unless known sender.**

Jennifer,

Any updates?

Best Regards,

Qualon

Direct Phone 214-402-8611

On Jun 1, 2020, at 10:50 AM, Jennifer Garcia <[jgarcia@richdale.com](mailto:jgarcia@richdale.com)> wrote:

Good morning Qualon,

Per our conversation, for your documentation provided below is your receipt information:

Receipt [5944529](#) Created, Batch #852032.

Best regards,

**Jennifer Garcia**

*Customer Service Specialist*

**Richdale Apartments**

[10040 Regency Circle](#)  
Suite 200

[Omaha, NE 68114](#)

402.390.5190 Direct

402.391.7900 Main

[jgarcia@richdale.com](mailto:jgarcia@richdale.com)

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QUALON DOUGLAS &lt;qualondouglas@gmail.com&gt;

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**RE: The Corporate Office of The Dorchester Apartments**

1 message

**Breanna Clayton** <bclayton@richdale.com>  
To: QUALON DOUGLAS <qualondouglas@gmail.com>

Mon, Jun 29, 2020 at 4:36 PM

Qualon,

Will you be able to tell me what is still wrong with the floor?

Thanks,

**Breanna Clayton***Customer Service Specialist***Richdale Apartments**

10040 Regency Circle  
Suite 200

Omaha, NE 68114

402.390.6356 Direct

402.391.7900 Main

[bclayton@richdale.com](mailto:bclayton@richdale.com)

[www.richdale.com](http://www.richdale.com)



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<https://mail.google.com/mail/u/0/?lk=f6da55cdc9&view=pt&search=all&permthid=thread-f%3A1670853275627669113%7Cmsg-f%3A16708708434988...> 1/3

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---

**From:** QUALON DOUGLAS <[qualondouglas@gmail.com](mailto:qualondouglas@gmail.com)>  
**Sent:** Monday, June 29, 2020 2:22 PM  
**To:** Breanna Clayton <[bclayton@richdale.com](mailto:bclayton@richdale.com)>  
**Subject:** Re: The Corporate Office of The Dorchester Apartments

**External Email! Don't open links/attachments unless known sender.**

Good Afternoon Breanna,

Binds and disposal repaired. Original floor issue still exists.

Best Regards,

Qualon

Direct Phone 214-402-8611

On Jun 29, 2020, at 11:57 AM, Breanna Clayton <[bclayton@richdale.com](mailto:bclayton@richdale.com)> wrote:

Good Afternoon Qualon,

I have been trying to reach you regarding your apartment but have been unsuccessful. According to the leasing office, they had your garbage disposal and new blinds installed on June 23rd and I wanted to follow up to make sure that it's working and that everything was going okay? If you could please give me a call at your earliest convenience my phone number is (402)390-6356.

Thank you,

**Breanna Clayton**

*Customer Service Specialist*

**Richdale Apartments**

10040 Regency Circle  
Suite 200

Omaha, NE 68114

402.390.6356 Direct

402.391.7900 Main

[bclayton@richdale.com](mailto:bclayton@richdale.com)

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